

FM No. 2197731
Project 55050-2544
SR 61

**AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
LEON COUNTY**

This Agreement entered into this _____ day of _____, 2003, by and between the State of Florida, Department of Transportation, hereinafter called DEPARTMENT, and the County of LEON, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, the DEPARTMENT and the COUNTY are desirous of transferring ownership of two retention ponds located near Thomasville Highway in Leon County and which are more particularly described in Exhibits "A" (pond #1) and "B" (pond # 4) which are attached hereto and made a part hereof; and,

WHEREAS, the DEPARTMENT is prepared to transfer ownership and maintenance responsibilities of said retention ponds to COUNTY while retaining specified water storage rights for the purpose of treatment and attenuation of runoff water; and,

WHEREAS, the transfer of said ponds is in the interest of both the DEPARTMENT and the COUNTY; and,

WHEREAS, the COUNTY by a vote of the COUNTY COMMISSION on July 22, 2003, has authorized the Chairman to enter into this AGREEMENT (see attached copy of COUNTY Commission minutes).

NOW THEREFORE, in consideration of the mutual benefits to be derived from transfer of the, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The COUNTY shall at all times maintain said ponds in such manner as to warrant to the DEPARTMENT the receipt and storage of water from DEPARTMENT sources in such manner as is necessary for appropriate treatment and attenuation with sufficient capacity for DEPARTMENT'S impervious area and right-of-way associated with the Thomasville Road – U.S. 319/State Road 61 Widening Project (Leon County Environmental Management Permit Number 97-00070 issued February 16, 1998) to fully meet all relevant State of Florida and Leon County water treatment and rate control regulations in effect as of the date of this agreement.

3. The COUNTY shall obtain any permits which are made necessary or become necessary in order to effectuate the terms of this AGREEMENT.
4. This AGREEMENT and any interest herein shall not be assigned, transferred or otherwise encumbered by the COUNTY under any circumstances without the prior written consent of the DEPARTMENT. However, this AGREEMENT shall run to the DEPARTMENT and its successors.
5. This AGREEMENT shall constitute, either a portion of or all the consideration inducing the DEPARTMENT to convey the aforesaid ponds and shall therefore continue in effect and be binding upon the COUNTY after the property is conveyed to the COUNTY by deed.
6. To the extent allowed by the Laws of Florida, and without waiving it's sovereign immunity, the COUNTY hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional or negligent act or occurrence, omission, or commission of the COUNTY, its agents, or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
7. This AGREEMENT is governed by and construed in accordance with the Laws of the State of Florida.
8. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this _____ day of _____, 2003, by its Chairman, being authorized to enter into and execute same by action of the COUNTY COMMISSION meeting in regular session on the 22nd day of July, 2003 (*a copy of the Commission Minutes is attached hereto*); and the DEPARTMENT has executed this Joint Participation Agreement through its District Secretary for District III, Florida Department of Transportation, this _____ day of _____, 2003.

LEON COUNTY, FLORIDA

BY: _____
Tony Grippa, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of Court
Leon County, Florida

BY: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

BY: _____
Herbert W.A. Thiele, Esq.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
H. E. Prescott
District Secretary

ATTEST:

By: _____
Amy Paulk
Executive Secretary (SEAL)
P.O. Box 607, Hwy 90E
Chipley, FL 32428

APPROVED AS TO FORM:
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
W. Edward Ivey
Senior Attorney